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March 14, 2008

Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. 27410 FILED

MAR 14 '08 -1 46 PM

Dear Acting Secretary Quinlan:

SURFACE TRANSPORTATION BOARD

I have enclosed for cfileing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Car Leasing Agreement 3712-83, a primary document, dated as of March 1, 1986. We request that this document be given the next available recordation number.

The names and addresses of the parties to Car Leasing Agreement 3712-83 are:

Lessor:

General Electric Railcar Service Corporation
161 N. Clark Street
Chicago, IL 60601-3294

Lessee:

Holnam Inc., successor-in-interest to Idcal Basic Industries, Inc.
1100 Victors Way
Ann Arbor MI 48108

A description of the equipment covered by Car Leasing Agreement 3712-83 consists of 300 covered hopper cars numbered GNAX 7042-7099, inclusive, 7107-7299, inclusive, and 7302-7350, inclusive.

Honorable Anne K. Quinlan

March 14, 2008

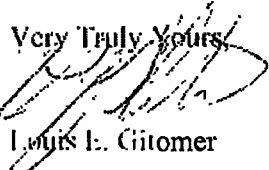
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A fee of \$35.00 is enclosed. Please return one copy to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204

A short summary of the document to appear in the index follows: a Car Leasing Agreement-3712-83 between General Electric Railcar Service Corporation, 161 N. Clark Street, Chicago, IL 60601-3294, and Holnam Inc., successor-in-interest to Ideal Basic Industries, Inc., 1100 Victors Way, Ann Arbor MI 48108, covering 300 covered hopper cars numbered GNAX 7042-7099, inclusive, 7107-7299, inclusive, and 7302-7350, inclusive.

Very Truly Yours,


Louis E. Gitomer

Enclosures

MAR 14 '08 -1 46 PM

SURFACE TRANSPORTATION BOARD

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

CAR LEASING AGREEMENT

3692-1
3712-83

This Agreement, dated as of the First day of March, 1986, by and between GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, a Delaware corporation (herein called "GERSCO"), and IDEAL BASIC INDUSTRIES, INC., a Colorado corporation, with its principal place of business at ~~New York-New York~~ Denver, Colorado (hereinafter called "Lessee"),

WITNESSETH:

§ 1. GERSCO agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the cars covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties, and any and all other cars delivered to and accepted by Lessee. Each such rider shall set forth the number of cars, the rental rate, term of use, car numbers, and other pertinent information that may be desired by both parties. All cars leased pursuant to such riders, or otherwise delivered to and accepted by Lessee, are subject to the terms of this Agreement. *the specific commodity to be carried therein or thereon,

§ 2. GERSCO agrees to deliver the cars to Lessee at a point or points designated by Lessee. GERSCO's obligation as to such delivery shall be subject to all delays resulting from causes beyond its control. Lessee agrees to use the cars exclusively in its own service, except as hereinafter provided, and none of the cars shall be shipped beyond the boundaries of the United States or Canada except with the prior written consent of GERSCO. Lessee agrees that if any of the cars are used outside of Continental United States, Lessee shall reimburse GERSCO for any customs duties, taxes, investment tax credit reductions or other expenses resulting from such use.

§ 3. Lessee agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned to and accepted by GERSCO. Such rental charges shall be paid to GERSCO at its principal office, 33 West Monroe Street, Chicago, Illinois 60603, in advance on the first day of each month, prorating, however, any period which is less than a full month.

§ 4. Each of the cars shall be subject to Lessee's inspection upon delivery to Lessee. Failure to report any defect in the car within a reasonable time after delivery of the car or the loading of each such car by Lessee or at its direction shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

§ 5. GERSCO agrees to keep records pertaining to the movement of the cars, and Lessee agrees to promptly furnish GERSCO with complete reports of the car movements, including dates received, loaded and shipped, commodity, destination, and full junction routing, and all information which Lessee may receive from railroad companies or other sources which may be of use to GERSCO. GERSCO shall collect the mileage earned by the cars, and, subject to all rules of the tariffs of the railroads, GERSCO shall credit to Lessee's rental account such mileage as and when received from the railroads, but in no event shall the aggregate amount of mileage credited exceed the aggregate monthly rentals for the term of this Agreement. Mileage earnings for all cars covered by this Agreement shall be carried in a consolidated account.

§ 6. Lessee agrees to reimburse GERSCO for any payment GERSCO may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this section the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if GERSCO is required to make any payments to a railroad resulting from the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse GERSCO for such payments.

§ 7. Lessee shall promptly notify GERSCO upon receipt by Lessee of knowledge of any damage to any of the cars. GERSCO agrees to pay for the maintenance and repair of the cars, except as hereinafter provided. Lessee shall not repair, or authorize the repair of, any of the cars without GERSCO's prior written consent, except that running repairs (as specified in the Association of American Railroads rules for interchange) may be performed without prior written consent. The amount GERSCO will pay for such running repairs shall not be in excess of the basis, in effect, at the time the repair is made, provided by the Association of American Railroads. If any car becomes unfit for service and shall be held in a car shop for repair and shall remain therein for a period in excess of five days, the monthly rental with respect to such car shall abate from and after such period of five days until such car is released from the shop or until another car shall have been placed in the service of Lessee by GERSCO in substitution for such car. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

§ 8. In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by GERSCO of notification thereof, and in the event any car is reported to be bad ordered and GERSCO elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for repairs, the rental with respect to such car shall terminate upon receipt by GERSCO of notification that such car was bad ordered. GERSCO shall have the right, but shall not be obligated, to substitute for any such car another car of the same type and capacity and the rental in respect to such substituted car shall commence upon delivery of such substituted car to Lessee.

§ 9. In the event that any of the cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of any of Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon, Lessee agrees to assume financial responsibility for such damage or destruction.

§ 10. GERSCO shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the cars, and Lessee agrees to assume financial responsibility for, to indemnify GERSCO against, and to save it harmless from any such loss or damage.

§ 11. Lessee, at its own expense, shall either replace or reimburse GERSCO for the cost of replacing any appliance or removable part, if destroyed, damaged, lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damages, or unless such loss or damage results from the negligence or omission of GERSCO, its agents or employees.

§ 12. The application, maintenance and removal of interior protective lining in any of the cars is to be performed by and at the expense of Lessee unless otherwise specifically provided for in the applicable rider.

§ 13. Lessee agrees to indemnify and hold GERSCO harmless from and against any loss, liability, claim, damage or expense (including, unless Lessee assumes the defense, the reasonable cost of investigating and defending against any claim for damages) arising out of or in connection with the use of the cars during the term of this Agreement, excepting, however, any loss, liability, claim, damage or expense which accrues with respect to any of the cars (i) while such car is in a repair shop undergoing repairs; (ii) which is attributable to the negligence or omission of GERSCO, its agents or employees, or (iii) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages.

§ 14. No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of GERSCO.

§ 15. Lessee agrees not to load any of the cars in excess of the load limit stenciled thereon.

§ 16. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the cars as well as loss of or damage to any car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.

§ 17. Lessee shall make no transfer or assignment of its interest under this Agreement in and to the cars without GERSCO's prior written consent, except that Lessee may sublease any of the cars to its customers for single trips consistent with its normal merchandising methods; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to GERSCO under all conditions and terms of this Agreement. No right, title or interest in any of the cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the cars, except the right to use the cars in accordance with the terms of this Agreement.

§ 18. If Lessee shall fail to perform any of its obligations hereunder, GERSCO at its election may either (a) terminate this Agreement immediately and repossess the cars, or (b) withdraw the cars from the service of Lessee and deliver the same, or any thereof, to others upon such terms as GERSCO may see fit. If GERSCO shall elect to proceed in accordance with clause (b) above and if GERSCO during the balance of the term of this Agreement shall fail to collect for the use of the cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the cars from the service of Lessee and collecting the earnings thereof, Lessee agrees to pay from time to time upon demand by GERSCO the amount of any such deficiency. It is expressly understood that GERSCO at its option may terminate this Agreement in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by or against Lessee or in the event that Lessee shall make an assignment for creditors.

§ 19. Upon the termination of each rider, Lessee agrees, subject to the provisions of section 8 above, to return the cars to GERSCO at a point or points designated by GERSCO, in the same or as good condition as received, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, and free from all accumulations or deposits from commodities transported in or on the cars while in the service of Lessee. If any car is not returned to GERSCO free from such accumulations or deposits, Lessee shall reimburse GERSCO for any expense incurred in cleaning such car.

§ 20. GERSCO agrees to assume responsibility for and to pay, all property taxes levied upon the cars and to file all property tax reports relating thereto. Lessee agrees to assume responsibility for and to pay any applicable state sales, use or similar taxes resulting from the lease or use of the cars.

§ 21. It is understood that some of the cars furnished Lessee under this Agreement and GERSCO's rights under this Agreement may at the time of delivery to Lessee or at some future time during the term of this Agreement be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Pledge or Assignment or similar security arrangement. Lessee agrees that the cars may be encumbered or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this Agreement and Lessee's rights hereunder are and shall at all times be subject and subordinated in any and all rights of any mortgagee, trustee, pledgee, assignee or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission; however, until notified to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, the Lessee is to pay all rentals to the order of GERSCO. Lessee hereby consents to and accepts such assignments. Lessee agrees that no claim or defense which Lessee may have against GERSCO shall be asserted or enforced against any assignee of this Agreement.

§ 22. In the event the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that GERSCO add, modify or in any manner adjust the cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by GERSCO on such car, or such other monthly charge in lieu thereof, as may be provided for Modifications in any rider hereto, in any case effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modifications for the first thirty days. In the event GERSCO in its sole discretion determines prior to making any Modifications that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and GERSCO elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modifications, the rental with respect to such car shall terminate upon the date specified in writing by GERSCO, provided that such date must be prior to the date the Modification is so required to be made.

§ 23. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, and shall remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on attached riders of the last car or cars hereunder, and all such cars are returned to GERSCO.

§ 24. It is understood that GERSCO shall have the right, but shall not be obligated, under this Agreement and the riders attached hereto, to substitute for any car another car of the same type and capacity without the prior consent of Lessee, and the rental with respect to the substituted car shall commence upon delivery of such substituted car to Lessee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in two counterparts (each of which shall be deemed an original) the day and year first above written.

ATTEST

Don M. Helander
Assistant Secretary

GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION

By

[Signature]
Vice President

ATTEST:

David L. Nelson
David L. Nelson, Assistant Secretary

IDEAL BASIC INDUSTRIES, INC.

By

Fred W. Cohrs
Fred W. Cohrs, Ex. Vice President

AMENDMENT NO. 1 3712-83
CAR LEASING AGREEMENT-4699-01

This Amendment No. 1 to that certain Car Leasing Agreement No. 3692-01 (the "Agreement") made as of the 1st day of March, 1986 by and between GENERAL ELECTRIC RAILCAR SERVICES CORPORATION ("GERSCO" or "Lessor") and HOLNAM INC. ("Lessee") is made this 5th day of April, 1994.

Lessor and Lessee agree and acknowledge that Agreement shall be amended to add the following Sections to said Agreement and that the following provisions shall be and shall remain in effect with respect to all riders related to such Agreement whether currently or hereafter existing between Lessor and Lessee:

25. (A) With reference to the provisions of Section 7, it is understood that repairs which are Lessee's responsibility shall include specialty items, hatch covers and outlet gates ("Lessee Maintenance Items") and Lessee shall maintain all Lessee Maintenance Items in good condition and repair. If any Lessee Maintenance Item is removed, broken off or altered for any reason, or is missing, damaged, altered or replaced with a non-standard item, Lessee shall repair or replace such Lessee Maintenance Item unless (a) Lessor removed or caused such Lessee Maintenance Item to be removed or (b) responsibility for such repair or replacement has been assumed in writing by a third party who is satisfactory to Lessor.

(B) It is further understood that Lessee Maintenance Items shall include the pressure differential system in any hopper cars so equipped, including but not limited to, aeration pads, flo-cones, outlet gates, valves, gauges, pipe fittings, venting devices, gaskets and manway fittings, and Lessee's responsibility shall be without regard to normal wear and tear.

(C) It is further understood that Lessee Maintenance Items shall include the sparger system in any hopper cars so equipped, and Lessee's responsibility shall be without regard to normal wear and tear.

26. With reference to the provisions of section 17, Lessee shall not sublease said cars, under any circumstances (except for single trips as provided in said section 17, but in not event shall such sublessee load said car(s) for its return trip to Lessee), without the prior written consent of Lessor.

27. With reference to the provisions of Section 19, Lessor shall have the right to return to Lessee, at Lessee's expense, any material removed from said cars (whether at termination or during the term of each Rider). As an alternative, Lessee may, at Lessee's expense, request that Lessor return the cars to Lessee prior to cleaning. It is understood that (1) no rental credits will be issued while such cars are being cleaned by Lessee, or (2) rental shall continue until such cars are returned to Lessor empty at the termination of each Rider.

28. It is understood and agreed that Lessee's obligation to pay rental under each Rider with respect to each of said cars will be deemed to have terminated on the later of the expiration date of the Rider or the fifth day after that respective car arrives at a point designated by Lessor.

29. Lessor will send a renewal proposal letter (the "Letter") to Lessee approximately sixty (60) days' prior to the expiration date of each Rider. If no written notice is received by Lessor from Lessee regarding its intention to either return the cars at the end of the term, or renew the Rider upon the terms and conditions set forth in the Letter, the Rider will be automatically renewed upon the terms and conditions set forth in the Letter on the date following the expiration date of the Rider.

30. Lessee agrees to indemnify, defend, protect and hold harmless Lessor from and against any and all claims, liabilities, damages, injuries, and expenses (including attorney's fees and expenses) for Environmental Claims in connection with, or alleged to be in connection with: (i) the use, operation, possession, storage, abandonment or return of any Car, (ii) any site or location whatsoever (including without limitation any landfill) owned, operated or used (intentionally or unintentionally) by Lessee for the treatment, transportation, storage or

disposal of any waste or hazardous substance ("Hazardous Substance") as defined by applicable Environmental Law, (iii) any site or location whatsoever (including without limitation any landfill) used by Lessor for the treatment, transportation, storage or disposal by Lessor of any waste or Hazardous Substance remaining in any Car upon return or abandonment of any Car or upon assignment; excluding, however, any Environmental Claim to the extent, and only to the extent, a court of competent jurisdiction establishes that such Environmental Claim was the result of Lessor's negligence or willful misconduct; provided that, in the case of Lessor's negligence, such negligence must be of a type which could not have been discovered by Lessee through a reasonable inspection of such Car.

Definitions. For purposes of this Section the following words shall have the meanings set forth below:

(i) "Environmental Claim" means any accusation, allegation, notice of violation, claim, demand, abatement order, direction, investigation, litigation or any other proceeding by any governmental authority or any person (including any corporation, partnership, association or any other organization, entity, individual or class of individuals) for personal injury (including sickness, disease, death, dismemberment, disfigurement or mental anguish), tangible or intangible property damage, damage to environmental or natural resources, reimbursement of environmental cleanup cost, nuisance, pollution, contamination, fines, penalties, restrictions, attorney's fees, health effects monitoring or any other adverse effects on the environment arising under Environmental Law; and

(ii) "Environmental Law" means any applicable foreign, federal, state or local statute, law (including common law), ordinance, rule, regulation, order (whether voluntary or not) relating to the environment, natural resources, or human health and safety.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment in two counterparts (each of which shall be deemed an original) the day and year first above written.

GENERAL ELECTRIC RAILCAR LEASING
SERVICES CORPORATION

ATTEST:

Francine G. Gaudin
Assistant Secretary

By *Richard D. Hight*
Vice President

HOLNAM INC.

ATTEST:

John R. Hutchinson, Jr.
Secretary

By *Nathan D. Leary, Jr.*
Vice President
Traffic & Distribution

John R. Hutchinson, Jr.
Manager, Logistics & Distribution Planning
Traffic & Distribution

DATE: October 4, 2001
QUOTE EXPIRATION DATE: October 12, 2001
RIDER NO. 25
CAR LEASING AGREEMENT NO. 3712-83

This Rider No.25 ("Rider") is made by and between Holnam Incorporated ("Lessee"), and General Electric Railcar Services Corporation ("Lessor"), and hereby incorporates by reference Car Leasing Agreement No. 3712-83, as amended by Amendment No. 1, by and between Lessee and Lessor and by such incorporation hereby establishes a new and separate agreement. The use of the terms "Car" or "Cars" in Rider No. 25 shall mean the railcars listed below.

<u>Item</u>	
Car Type	Two-Compartment Gravity Hopper
Cubic Capacity	3,100 – 3,300 cubic foot capacity
Term	One hundred eighty (180) Months
Start Date	October 1, 2001
End Date	September 30, 2016
Quantity	Two Hundred (200)
New or Existing Cars	New
Maintenance Type	Net
Rate	

Load Limits

Lessee will not load any Car in excess of 286,000 pounds. To the extent that any unauthorized overloading of a Car occurs during the period for which Lessee leases the Car and prior to its return pursuant hereto, lessee will indemnify and hold harmless Lessor and its officers, directors, employees, contractors, and agents from and against any and all loss, cost, liability, claim, damage, fine or expense relating to any act, occurrences or other events of loss resulting from such unauthorized overloading.

Lessee will further indemnify Lessor against any damage to the Car caused by the loading in excess of 286,000 pounds total weight on rail and will, immediately upon demand, pay to Lessor all costs of any repairs made necessary by any excess loading and such payment will be treated as additional rent due under the lease; provided that Lessee may make or cause to be made any such repairs at Lessee's direct expense.

Net Lease Provisions

Lessor agrees to enforce any available manufacturer warranties for the benefit of Lessee during the term of this Agreement. If requested by Lessee, Lessor shall seek permission from the manufacturer to disclose such warranties to Lessee, subject to Lessee's agreement to safeguard the confidentiality thereof.

Paragraph 5, Mileage Compensation; Paragraph 7, Maintenance of Car Leasing Agreement 3712-83 dated March 1, 1986 and Paragraph 25(A), (B) and (C) of Amendment No. 1 to Car Leasing Agreement 3712-83 dated April 5, 1994 shall not apply and are superseded by the following provisions which shall apply:

Unconditional Obligations

This Lease is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL and shall not be affected by any circumstances of any character whatsoever, including, without limitation, (i) any setoff, counterclaim, recoupment, defense, abatement or reduction or any right which Lessee may have against Lessor, the manufacturer or supplier of any of the Cars or anyone else, (ii) any defect in the title, condition, design or operation of or lack of fitness for use of, or any damage to, or loss of, all or any part of the Cars; or (iii) the existence of any lien or Lessor's lien with respect to the Cars. Each payment of rent or other amount paid by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

Compliance with Laws, Operation and Maintenance: Additions

(a) Lessee will use the Cars in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations and industry association rules and regulations relating thereto, and will cause the Cars to be operated in accordance with the manufacturer's or supplier's instructions or manuals. Without limitation to the generality of the foregoing, Lessee will (i) cause the Cars to be used in compliance with all rules and recommendations of AAR, DOT and FRA; (ii) will not permit any Car to be loaded improperly or in excess of the load limit stenciled thereon; (iii) will not, without Lessor's prior written approval, permit any Car to be loaded with any commodity other than the Commodity designated in applicable Riders, and (iv) for the first seven (7) years of the term, will not permit the average annual usage of all the Cars outside the continental United States to exceed the equivalent of 36 calendar days per car in any calendar year, and in any event, during the first seven (7) years of the term will not permit any Car to be used outside the United States for more than 50% of such calendar year.

(b) The Car(s) must be maintained and returned (i) in a condition that would not otherwise constitute a "cause for attention or renewal" as defined in Section "A" of each rule in the Field Manual of the AAR then in effect, (ii) without any AAR Interchange Rule 95 damage, (iii) without the necessity for running repairs as defined in the AAR Interchange Rules, (iv) in compliance with the AAR, DOT, FRA and all other laws and regulations of the government or industry agency having authority over the use of the Car(s), repair requirements, modifications, inspection and reporting and provide supporting documentation evidencing compliance with aforementioned regulatory bodies; and (v) suitable for the immediate loading, transporting and unloading of commodities as defined in the Rider. Lessee will be responsible for all actual expenses during and at the end of the Lease term. Lessee will, at its own expense, keep and maintain the Cars in good repair, condition and working order and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved, reasonable wear and tear excepted. Lessee will cause each Car to be maintained in conformance with all rules and regulations of AAR and FRA and, if mandated, modified so that it will qualify for unrestricted interchange in the United States and Canada and remain suitable for loading, transporting and unloading the Commodity. All such repairs, parts, mechanisms, devices, replacements and modifications shall immediately, without further act, become the property of Lessor and part of the Cars.

(c) Lessee will not make or authorize any improvement, change, addition or alteration to the Cars (i) if such improvement, change, addition or alteration will impair the originally intended function or use of the Cars or impair the value of the Cars as it existed immediately prior to such improvement,

change, addition or alteration; (ii) unless the parts installed are new and in compliance with all rules and recommendations of AAR and FRA; (iii) if any parts installed in or attached to or otherwise becoming a part of the Cars as a result of any such improvement, change, addition or alteration shall not be readily removable without damage to the Cars (unless such improvement is mandated by AAR, FRA or other agency or organization having jurisdiction over the Cars) or (iv) without prior written consent of Lessor. All such parts shall be and remain free and clear of any Liens. Any such part attached to any Car shall, without further act, become the property of Lessor and part of the Cars.

Insurance

Lessee shall maintain at all times on the Cars, at its expense, "all-risk" physical damage insurance and comprehensive general liability insurance (covering bodily injury, property damage and pollution exposures, including, but not limited to, contractual liability and products liability) in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor; provided, that the amount of "all-risk" physical damage insurance shall not be less than 100% of the replacement value of the Cars as of such date. Lessee shall cause insurer to give Lessor at least thirty (30) days prior written notice (at the address for notice to Lessor set forth in Section 24 hereof) of any material alteration in or any cancellation of the terms of such policy, and to require that the interests of Lessor be continually insured regardless of any breach of or violation by Lessee of any warranties, declarations or conditions contained in such insurance policy. In no event shall Lessor be responsible for premiums, warranties or representations to any insurer or agent thereof. At Lessor's option, Lessee shall furnish to Lessor a certificate or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain the existence or adequacy of such insurance.

Indemnity

Lessee shall indemnify Lessor from any claims, actions, costs, damages, losses, liabilities, expenses, injuries (including without limitation, the reasonable cost of investigating and defending against any claim for damages) fines or penalties, including losses related to damage caused to or by materials placed in the Car(s) during the term of this Agreement which may at any time be imposed upon incurred by or asserted or awarded against Lessor in connection with (a) the manufacture, design, use, operation, possession, storage, abandonment, repair, maintenance lining, cleaning or return of the Car(s) during the term of the Agreement or (b) any present or future applicable law, rule or regulation, including without limitation common law and environmental law, related to the release, removal, discharge or disposition, whether intentional or unintentional of any materials from or placed in a Car during the term of this Agreement.

Taxes

Lessee will be obligated to pay all taxes, penalties or interest incurred, levied or assessed on the Car(s), their purchase by Lessor from the manufacturer, or the lease for the time period covered. Lessee may contest the taxes in good faith by appropriate legal or administrative proceedings. In the event taxes are contested, Lessee remains liable for any resulting tax, penalty, or interest. Lessee will make and file any tax reports that are required. Lessee will reimburse Lessor for any damages resulting from failure to pay or discharge any items, taxes or interest levied or assessed on the Car(s) or the lease, unless caused by the Lessor's gross negligence or willful misconduct.

Commodity

Lessee intends to use the Cars for service with the following commodity. The Lessee agrees that the class of car as listed in the attached mechanical specifications provided are correct for service with the following commodities: Cement and cementitious materials.

Delivery

It is understood the Cars have been delivered and accepted by the Lessee.

Early Termination

Upon execution by all parties of each of (i) this Rider No.25, (ii) Rider No. 26 to Car Leasing Agreement 3712-83, (iii) the Assignment Agreement among Lessee, Lessor, and Trinity Leasing Corporation dated as of October __, 2001 and (iv) the Agreement between Lessee and Lessor, dated as of October __, 2001 (the "Amendment"). Lessee shall have the right to return seventy-five (75) cars currently assigned to Car Leasing Agreement 3712-83, Rider No. 15, Renewal No.1 in accordance with the terms set forth in such Rider No. 15, Renewal No.1 as amended by the Amendment.

Additional Provisions

Car Leasing Agreement No 3712-83 solely as it pertains to this Rider No. 25, Lessor and Lessee further agree as follows:

- (a) Paragraph 14 is amended and restated as follows: §14 No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of GERSCO, or except as required by the applicable law. Lessee shall notify GERSCO of its intent to place markings on the cars in compliance with applicable law.
- (b) Paragraph 17 is amended in the third line thereof, following the word "customers," with insertion of the words "or to Holnam affiliates who are controlled by Lessee or Lessee's parent."
- (c) Paragraph 20 is hereby deleted.

Concerning Amendment No.1 to Car Leasing Agreement No 3712-83, solely as it pertains to this Rider No. 25, Lessor and Lessee further agree as follows:

- (a) Paragraph 26 is hereby deleted.
- (b) Paragraph 29 is hereby deleted.

Execution of Agreement in Counterparts:

This Agreement may be executed in counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together consist of but one and the same instrument.

Accepted on Behalf of:
Holnam, Incorporated

By: *James S. Stenzel*
Title: Senior Vice President - Logistics
Date: 10/4/01

Accepted on Behalf of:
General Electric Railcar Services Corporation

By: _____
Title: Vice President
Date: _____

Concerning Amendment No.1 to Car Leasing Agreement No. 3712-83, solely as it pertains to this Rider No. 25, Lessor and Lessee further agree as follows:

- (a) Paragraph 26 is hereby deleted.
- (b) Paragraph 29 is hereby deleted.


Execution of Agreement in Counterparts:

This Agreement may be executed in counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together consist of but one and the same instrument.

Accepted on Behalf of:
Holnam, Incorporated

By: _____
Title: Senior Vice President
Date: _____

Accepted on Behalf of:
General Electric Railcar Services Corporation

By:  _____
Title: ~~Vice~~ Vice President
Date: 10/4/81

00013451 - 01

AMENDMENT

This Amendment (this "Amendment") is entered into as of the 1st day of November, 2007 by and between Molcain (US) Inc. ("Lessee") and General Electric Railcar Services Corporation ("Lessor").

RECITALS

WHEREAS, Lessor leases railcars to Lessee under that certain Rider No. 25 executed on October 4, 2001 between Lessor and Lessee, M/A Holnam Incorporated (as amended or renewed, "Rider No. 25"), which incorporates Car Leasing Agreement 3712-83 dated as of March 1, 1986 between Lessor and Lessee, as successor in interest to Ideal Basic Industries, Inc., as amended by Amendment No. 1 dated April 5, 1994 between Lessor and Lessee (as amended or renewed, "Master Lease") by reference,

WHEREAS, Lessor leases railcars to Lessee under that certain Rider No. 29 dated September 23, 2002 between Lessor and Lessee, as amended by that certain letter agreement dated November 14, 2002 between Lessee and Lessor (as amended or renewed, "Rider No. 29"), which incorporates the Master Lease by reference;

WHEREAS, Lessor has proposed, and Lessee has agreed, to take forty-nine (49) railcars currently subject to Rider No. 25 and make them subject instead to Rider No. 29 and to take forty-nine (49) railcars currently subject to Rider No. 29 and make them subject instead to Rider No. 25;

1. Transfer of Cars. Effective on November 1, 2007 (the "Effective Date"), Lessor and Lessee hereby agree that:

(a) the railcars currently marked with the running marks listed on Exhibit A shall be subject to Rider No. 29 for all purposes and shall no longer be subject to Rider No. 25, and Lessee and Lessor shall have the rights and obligations with respect to such railcars as are provided in Rider No. 29 from and after the Effective Date; and

(b) the railcars currently marked with the running marks listed on Exhibit B, shall be subject to Rider No. 25 for all purposes and shall no longer be subject to Rider No. 29, and Lessee and Lessor shall have the rights and obligations with respect to such railcars as are provided in Rider No. 25 from and after the Effective Date; provided that nothing in either of the foregoing provisions shall in any manner waive or release either party from the obligations (with respect to the railcars listed above or otherwise) with respect to either Rider No. 25 or Rider No. 29 arising with respect to the period prior to the Effective Date.

2. Survival of Agreement. Other than as expressly provided herein, the terms of the Master Lease, Rider No. 25 and Rider No. 29 continue in full force and effect.

3. Successors and Assigns. This Amendment shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective successors and permitted assigns.

4. Severability. Any term, condition or provision of this Amendment which is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

5. Headings. The section and paragraph headings contained in this Amendment are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Amendment.

6. GOVERNING LAW. THIS AMENDMENT AND THE PARTIES' RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

7. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the day and year set forth above.

HOLCIM (US) INC.

GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION

By



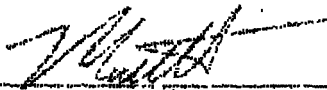
Name:

Susan M. Diehl

Title:

Sr. V.P., Logistics &
Supply Chain

By



Name:

Mark Stefani

Title:

Vice President

EXHIBIT B
List of Cars subject to Rider No. 25

<u>Car No.</u>	<u>GNAX</u>	<u>Car No.</u>	<u>GNAX</u>
1	GNAX 7302	26	GNAX 7327
2	GNAX 7303	27	GNAX 7328
3	GNAX 7304	28	GNAX 7329
4	GNAX 7305	29	GNAX 7330
5	GNAX 7306	30	GNAX 7331
6	GNAX 7307	31	GNAX 7332
7	GNAX 7308	32	GNAX 7333
8	GNAX 7309	33	GNAX 7334
9	GNAX 7310	34	GNAX 7335
10	GNAX 7311	35	GNAX 7336
11	GNAX 7312	36	GNAX 7337
12	GNAX 7313	37	GNAX 7338
13	GNAX 7314	38	GNAX 7339
14	GNAX 7315	39	GNAX 7340
15	GNAX 7316	40	GNAX 7341
16	GNAX 7317	41	GNAX 7342
17	GNAX 7318	42	GNAX 7343
18	GNAX 7319	43	GNAX 7344
19	GNAX 7320	44	GNAX 7345
20	GNAX 7321	45	GNAX 7346
21	GNAX 7322	46	GNAX 7347
22	GNAX 7323	47	GNAX 7348
23	GNAX 7324	48	GNAX 7349
24	GNAX 7325	49	GNAX 7350
25	GNAX 7326		

EXHIBIT A

List of Cases subject to Rider No. 39

Case	Case	Case
Case	Case	Case
1	GRAX	7001
2	GRAX	7002
3	GRAX	7003
4	GRAX	7004
5	GRAX	7005
6	GRAX	7006
7	GRAX	7007
8	GRAX	7008
9	GRAX	7009
10	GRAX	7010
11	GRAX	7011
12	GRAX	7012
13	GRAX	7013
14	GRAX	7014
15	GRAX	7015
16	GRAX	7016
17	GRAX	7017
18	GRAX	7018
19	GRAX	7019
20	GRAX	7020
21	GRAX	7021
22	GRAX	7022
23	GRAX	7023
24	GRAX	7024
25	GRAX	7025
26	GRAX	7026
27	GRAX	7027
28	GRAX	7028
29	GRAX	7029
30	GRAX	7030
31	GRAX	7031
32	GRAX	7032
33	GRAX	7033
34	GRAX	7034
35	GRAX	7035
36	GRAX	7036
37	GRAX	7037
38	GRAX	7038
39	GRAX	7039
40	GRAX	7040
41	GRAX	7041
42	GRAX	7042
43	GRAX	7043
44	GRAX	7044
45	GRAX	7045
46	GRAX	7046
47	GRAX	7047
48	GRAX	7048
49	GRAX	7049

DATE: October 4, 2001
QUOTE EXPIRATION DATE: October 11, 2001
RIDER NO.26
CAR LEASING AGREEMENT NO. 3712-83

This Rider No. 26 ("Rider") is made by and between **Holnam Incorporated** ("Lessee"), and **General Electric Railcar Services Corporation** ("Lessor"), and hereby incorporates by reference Car Leasing Agreement No. 3712-83, as amended by Amendment No.1, by and between Lessee and Lessor and by such incorporation hereby establishes a new and separate agreement. The use of the terms "Car" or "Cars" in this Rider No. 26 shall mean the railcars listed below.

Item	
Car Type	Two Compartment Gravity Hopper
Cubic Capacity	3,100 – 3,300 cubic foot capacity
Term	One Hundred Eighty (180) Months
Start Date	October 1, 2001
End Date	September 30, 2016
Quantity	One Hundred (100) Cars
New or Existing Cars	New
Maintenance Type	Net
Rate	Stepped Rates – see below
Delivery Point	Midlothian or Galveston, TX

New Car Head End One Time Rental Rate Adjustment

The rental rate under this Agreement will be increased or decreased at the beginning of the Lease \$0.19 per car per month for each basis point increase or decrease in the Swap Rate Yield for a ten year maturity, using the latest information available as reported by the Federal Reserve Board, on a date two (2) business days prior to the Closing over a base rate of 6.08 percent as of April 16, 2001. The escalation thus calculated will be rounded to the nearest \$0.50. As of the date hereof, the Swap Rate Yield is published by the Federal Reserve Board, available at: www.federalreserve.gov/Releases/H15/

Stepped Rates

Before adjustment in accordance with the above rate adjustment clause, the rental rates are described as follows:

<u>Months</u>	<u>Rate</u>
1 thru 18 Months	
19 thru 180 Months	

Commencement of Rent Payable

If any Car has not been delivered to and accepted by Lessee by the date hereof, Lessee's obligation to pay rent in respect of any such Car shall be deferred until its actual delivery and acceptance by Lessee provided, however, that if such Car has not been delivered and accepted by Lessee on or before October 5, 2001, it shall not be included in this Rider No. 26. Any Car accepted by Lessee prior to such date shall be deemed such to this Rider No. 26 upon acceptance by Lessee.

Load Limits

Lessee will not load any Car in excess of 286,000 pounds. To the extent that any unauthorized overloading of a car occurs during the period for which Lessee leases the Car and prior to its return pursuant hereto, Lessee will indemnify and hold harmless Lessor and its officers, directors, employees, contractors, and agents from and against any and all loss, cost, liability, claim, damage, fine or expense relating to any act, occurrences or other events of loss resulting from such unauthorized overloading.

Lessee will further indemnify Lessor against any damage to the Car caused by the loading in excess of 286,000 pounds total weight on rail and will, immediately upon demand, pay to Lessor all costs of any repairs made necessary by any excess loading and such payment will be treated as additional rent due under the lease; provided that Lessee may make or cause to be made any such repairs at Lessee's direct expense.

Net Lease Provisions

Lessor agrees to enforce any available manufacturer warranties for the benefit of Lessee during the term of this Agreement. If requested by Lessee, Lessor shall seek permission from the manufacturer to disclose such warranties to Lessee, subject to Lessee's agreement to safeguard the confidentiality thereof.

Paragraph 5, Mileage Compensation; Paragraph 7, Maintenance of Car Leasing Agreement 3712-83 dated March 1, 1986 and Paragraph 25(A), (B) and (C) of Amendment No. 1 to Car Leasing Agreement 3712-83 dated April 5, 1994 shall not apply and are superseded by the following provisions which shall apply:

Unconditional Obligations

This Lease is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL and shall not be affected by any circumstances of any character whatsoever, including, without limitation, (i) any setoff, counterclaim, recoupment, defense, abatement or reduction or any right which Lessee may have against Lessor, the manufacturer or supplier of any of the Cars or anyone else; (ii) any defect in the title, condition, design or operation of or lack of fitness for use of, or any damage to, or loss of, all or any part of the Cars; or (iii) the existence of any lien or Lessor's lien with respect to the Cars. Each payment of rent or other amount paid by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

Compliance with Laws; Operation and Maintenance; Additions

(a) Lessee will use the Cars in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations and industry association rules and regulations relating thereto, and will cause the Cars to be operated in accordance with the manufacturer's or supplier's instructions or manuals. Without limitation to the generality of the foregoing, Lessee will (i) cause the Cars to be used in compliance with all rules and recommendations of AAR, DOT and FRA; (ii) will not permit any Car to be loaded improperly or in excess of the load limit stenciled thereon; (iii) will not, without Lessor's prior written approval, permit any Car to be loaded with any commodity other than the Commodity designated in applicable Riders, and (iv) for the first seven (7) years of the term, will not permit the average annual usage of all the Cars outside the continental United States to exceed the equivalent of 36 calendar days per car in any calendar year, and in any event, during the first seven (7) years of the term will not permit any Car to be used outside the United States for more than 50% of such calendar year.

(b) The Car(s) must be maintained and returned (i) in a condition that would not otherwise constitute a "cause for attention or renewal" as defined in Section "A" of each rule in the Field

Manual of the AAR then in effect, (ii) without any AAR Interchange Rule 95 damage, (iii) without the necessity for running repairs as defined in the AAR Interchange Rules, (iv) in compliance with the AAR, DOT, FRA and all other laws and regulations of the government or industry agency having authority over the use of the Car(s), repair requirements, modifications, inspection and reporting and provide supporting documentation evidencing compliance with aforementioned regulatory bodies; and (v) suitable for the immediate loading, transporting, and unloading of commodities as defined in the Rider. Lessee will be responsible for all actual expenses during and at the end of the Lease term. Lessee will, at its own expense, keep and maintain the Cars in good repair, condition and working order and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved, reasonable wear and tear excepted. Lessee will cause each Car to be maintained in conformance with all rules and regulations of AAR and FRA and, if mandated, modified so that it will qualify for unrestricted interchange in the United States and Canada and remain suitable for loading, transporting and unloading the Commodity. All such repairs, parts, mechanisms, devices, replacements and modifications shall immediately, without further act, become the property of Lessor and part of the Cars.

(c) Lessee will not make or authorize any improvement, change, addition or alteration to the Cars (i) if such improvement, change, addition or alteration will impair the originally intended function or use of the Cars or impair the value of the Cars as it existed immediately prior to such improvement, change, addition or alteration; (ii) unless the parts installed are new and in compliance with all rules and recommendations of AAR and FRA; (iii) if any parts installed in or attached to or otherwise becoming a part of the Cars as a result of any such improvement, change, addition or alteration shall not be readily removable without damage to the Cars (unless such improvement is mandated by AAR, FRA or other agency or organization having jurisdiction over the Cars) or (iv) without prior written consent of Lessor. All such parts shall be and remain free and clear of any Liens. Any such part attached to any Car shall, without further act, become the property of Lessor and part of the Cars.

Insurance:

Lessee shall maintain at all times on the Cars, at its expense, "all-risk" physical damage insurance and comprehensive general liability insurance (covering bodily injury, property damage and pollution exposures, including, but not limited to, contractual liability and products liability) in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor; provided, that the amount of "all-risk" physical damage insurance shall not be less than 100% of the replacement value of the Cars as of such date. Lessee shall cause insurer to give Lessor at least thirty (30) days prior written notice (at the address for notice to Lessor set forth in Section 24 hereof) of any material alteration in or any cancellation of the terms of such policy, and to require that the interests of Lessor be continually insured regardless of any breach of or violation by Lessee of any warranties, declarations or conditions contained in such insurance policy. In no event shall Lessor be responsible for premiums, warranties or representations to any insurer or agent thereof. At Lessor's option, Lessee shall furnish to Lessor a certificate or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain the existence or adequacy of such insurance.

Indemnity

Lessee shall indemnify Lessor from any claims, actions, costs, damages, losses, liabilities, expenses, injuries (including without limitation, the reasonable cost of investigating and defending against any claim for damages) fines or penalties, including losses related to damage caused to or by materials placed in the Car(s) during the term of this Agreement which may at any time be imposed upon incurred by or asserted or awarded against Lessor in connection with (a) the manufacture, design, use, operation, possession, storage, abandonment, repair, maintenance lining, cleaning or return of the Car(s) during the term of the Agreement or (b) any present or future applicable law, rule or regulation, including without limitation common law and environmental law, related to the release, removal, discharge or disposition, whether intentional or unintentional of any materials from or placed in a Car during the term of this Agreement.

Taxes

Lessee will be obligated to pay all taxes, penalties or interest incurred, levied or assessed on the Car(s), their purchase by Lessor from the manufacturer, or the lease for the time period covered. Lessee may contest the taxes in good faith by appropriate legal or administrative proceedings. In the event taxes are contested, Lessee remains liable for any resulting tax, penalty, or interest. Lessee will make and file any tax reports that are required. Lessee will reimburse Lessor for any damages resulting from failure to pay or discharge any items, taxes or interest levied or assessed on the Car(s) or the lease, unless caused by the Lessor's gross negligence or willful misconduct.

Commodity

Lessee intends to use the Cars for service with the following commodity. The Lessee agrees that the class of car as listed in the attached mechanical specifications provided are correct for service with the following commodities: Cement and cementitious materials.

Delivery

It is understood the Cars have been delivered and accepted by the Lessee.

Early Termination

Upon execution by all parties of each of (i) this Rider No.26 (ii) Rider No. 25 to Car Leasing Agreement 3712-83, (iii) the Assignment Agreement among Lessee, Lessor, and Trinity Leasing Corporation dated as of October __, 2001 and (iv) the Agreement between Lessee and Lessor, dated as of October __, 2001 (the "Amendment"). Lessee shall have the right to return seventy-five (75) cars currently assigned to Car Leasing Agreement 3712-83, Rider No. 15, Renewal No.1 in accordance with the terms set forth in such Rider No. 15, Renewal No. 1, as amended by the Amendment.

Additional Provisions

Car Leasing Agreement No. 3712-83 solely as it pertains to this Rider No. 26, Lessor and Lessee further agree as follows:

- (a) Paragraph 14 is amended and restated as follows: §14 No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of GERSCO, or except as required by the applicable law. Lessee shall notify GERSCO of its intent to place markings on the cars in compliance with applicable law.
- (b) Paragraph 17 is amended in the third line thereof, following the word "customers," with insertion of the words "or to Holnam affiliates who are controlled by Lessee or Lessee's parent."
- (c) Paragraph 20 is hereby deleted.

Concerning Amendment No.1 to Car Leasing Agreement No. 3712-83, solely as it pertains to this Rider No. 26, Lessor and Lessee further agree as follows:

- (a) Paragraph 26 is hereby deleted.
- (b) Paragraph 29 is hereby deleted.

Execution of Agreement in Counterparts:

This Agreement may be executed in counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together consist of but one and the same instrument.

Accepted on Behalf of:

Holnam Incorporated

By: _____

Title: _____

Date: _____

Accepted on Behalf of:

General Electric Railcar Services Corporation

By:  _____

Title: E. J. L. Vice President _____

Date: 10/11/01 _____

Additional Provisions

Car Leasing Agreement No. 3712-83 solely as it pertains to this Rider No. 26, Lessor and Lessee further agree as follows:

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Concerning Amendment No.1 to Car Leasing Agreement No. 3712-83, solely as it pertains to this Rider No. 26, Lessor and Lessee further agree as follows:

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- (b) Paragraph 29 is hereby deleted.

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This Agreement may be executed in counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together consist of but one and the same instrument.

Accepted on Behalf of:

Holnam Incorporated

By: *James Steinfeld*
Title: Sr Vice President Logistics
Date: 10-4-01

Accepted on Behalf of:

General Electric Railcar Services Corporation

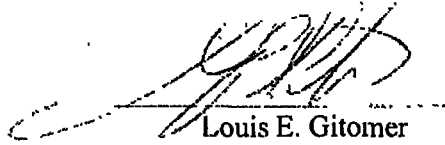
By: _____
Title: Vice President
Date: _____

ATTACHMENT-EQUIPMENT SUBJECT TO CAR LEASING AGREEMENT 3712-83

**300 covered hopper cars numbered GNAX 7042-7099, inclusive, 7107-7299, inclusive,
and 7302-7350, inclusive**

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Car Leasing Agreement 3712-83, dated as of March 1, 1986, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
March 14, 2008